

TELECOMMUTING EMPLOYEE/SUPERVISOR AGREEMENT

The following constitutes an agreement on the terms and conditions of the Telecommuting agreement between:

Name of Employee

Agency

Name of Supervisor

1. Employee voluntarily agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work. The terms of this agreement will be reviewed on an annual basis.

2. Employee's official tour of duty will be: _____

3. Employee will be working at the alternative worksite on the following days: _____

This agreement is to include telecommuting that occurs on an infrequent basis only:

Yes ___ No ___

This is a short-term agreement not to exceed: _____

This is a long-term agreement not to exceed: _____

4. Employee's official duty station is located: _____

5. The alternative worksite is located: _____

6. A Self-Certification Safety Checklist has been satisfactorily completed and is attached to this agreement. Yes ___ No ___

7. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

8. Unless otherwise instructed, employee agrees to perform official duties only at the regular office or agency-approved alternative worksite. Employee agrees not to conduct personal business while in official duty status at the alternative worksite; for example, caring for dependents or making home repairs.

9. Employee's timekeeper will have a copy of the employee's scheduled telecommuting work hours. Employee's time and attendance will be recorded as if performing duties at the official duty station. Employee will record time and attendance on AD-2002, "Time and Attendance Record," or an approved agency format, and forward it bi-weekly to their timekeeper. The method of reporting time and attendance does not obviate the employee's obligation to timely certify the records as true and accurate.

10. Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.
11. Employee will continue to work in pay status while working at alternative worksite. If employee works overtime that has been ordered and approved in advance, s/he will be compensated in accordance with applicable law, rule and regulation. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting or other appropriate action.
12. Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any Government-owned equipment issued to the telecommuting employee. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.
13. Provided the employee is given advance notice (normally 24 hours), the employee agrees to permit inspections by the Government of the employee's alternative worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines.
14. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
15. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
16. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative worksite. Any accident or injury occurring at the alternative worksite must be reported immediately to the supervisor. Subsequently, the supervisor must investigate immediately and take appropriate action.
17. Employee will meet with the supervisor to receive assignments and to review completed work as requested.
18. Employee agrees to complete all assigned work according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative worksite arrangement.
19. Employee's performance must be fully successful or equivalent.
20. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified at section 552a, title 5 U.S.C.

21. An employee's involvement in the telecommuting program is voluntary and may be discontinued by the employee or the supervisor at any time with appropriate notice (normally 2 weeks). Management may remove an employee from the program if performance declines, the employee violates the terms of the telecommuting agreement or the program no longer benefits the organization's needs, without advance notice.
22. Employee agrees to limit his/her performance of his/her officially assigned duties to his/her official duty station or to agency approved alternative worksite. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangement, and/or other appropriate disciplinary action.

Employee Signature

Date

I recommend approval ____ denial _____. If approval is recommended, submit a cover letter to the Assistant Administrator, Human Resources, outlining specific terms and time frames for this agreement. If denial is recommended, state the reasons below:

Supervisor Signature

Date

I concur with the above recommendation:

State Director Signature

Date

Assistant Administrator, Human Resources Signature

Date